Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brambles Australia Limited		03/10/2006	COMPANY: AUSTRALIA

RECEIVING PARTY DATA

Name:	Brambles Technology Pty Limited
Street Address:	1 Macquarie Place
City:	Sydney NSW 2000
State/Country:	AUSTRALIA
Entity Type:	COMPANY: AUSTRALIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2749518	CLEANAWAY
Registration Number:	2746292	CLEANAWAY
Registration Number:	2741183	CLEANAWAY

CORRESPONDENCE DATA

Email:

Fax Number: (415)217-5910

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (415)434-1600

amcalister@howardrice.com, kfrank@howardrice.com,

trademarks@howardrice.com

Correspondent Name: Howard, Rice, Nemerovski, Canady, Falk & Three Embarcadero Center, Seventh Floor Address Line 1: Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 10832.06C

DOMESTIC REPRESENTATIVE

Name: Howard, Rice, Nemerovski, Canady, Falk &

REEL: 003277 FRAME: 0893

TRADEMARK 900045284

	Three Embarcadero Center, Seventh Floor San Francisco, CALIFORNIA 94111				
NAME OF SUBMITTER:	Karen S. Frank				
Signature:	/ksf/				
Date:	03/28/2006				
Total Attachments: 2 source=Brambles Australia TM Assign#pag source=Brambles Australia TM Assign#pag					

TRADEMARK REEL: 003277 FRAME: 0894 THIS DEED OF ASSIGNMENT made the 10th day of March 2006

PARTIES Brambles Australia Limited of Level 40 Gateway, 1 Macquarie Place, Sydney NSW 2000, Australia ("the Assignor") of the One Part

AND Brambles Technology Pty Limited (ACN 118 321 270) of Level 40 Gateway, 1 Macquarie Place, Sydney NSW 2000, Australia ("the Assignee") of the Other Part

RECITALS

- (A) the Assignor is the owner and Registered Owner in the United States of the Trade Marks, particulars of which are set out in the attached Schedule "A" (the "Trade Marks"); and
- The Assignor has agreed with the Assignee to transfer all right, title and interest in and to (B) the Trade Marks to the Assignee without the goodwill of the business in the services in respect of which the Trade Marks are registered.

WITNESSES

In consideration of the sum of A\$10.00 and other good and valuable consideration now paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged) the Assignor hereby transfers to the Assignee to hold absolutely all the Assignor's right, title and interest in and to the Trade Marks and registrations thereof including the right to sue for damages and all other remedies in respect of any infringement of the Trade Marks which may have occurred prior to the date of this Deed, together with that part of the goodwill of the business which is connected with the use of and symbolized by the Trade Marks, but without any other part of any business and without any other goodwill of any business.

EXECUTED as a Deed on the date shown above.

Executed by the said Brambles Australia Limited in accordance with the laws of its incorporation:

Position: Director

Name: Robe

Position: Director/Company Secretary

Executed by the said Brambles Technology Pty Limited

in accordance with the laws of its incorporation:

Position: Director

Name: Caly Under Luca De Vales

Position: Director/Company Secretary

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SCHEDULE "A"

Trade Mark No	Mark	Class
2749518	CLEANAWAY	37
2746292	CLEANAWAY	40
2741183	CLEANAWAY	42

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TRADEMARK
RECORDED: 03/28/2006 REEL: 003277 FRAME: 0896